Supreme Court, U.S.
FILED
APR 22 1992
OFFICE OF THE CLERK

(3)

91-2023

NO.

IN THE
SUPREME COURT OF THE UNITED STATES

OCTOBER TERM, 1992

OLA ALLEN, PH.D., PETITIONER

VS.

E. C. SHRUM, ETAL, RESPONDENTS

PETITION FOR WRIT OF

CERTIORARI TO THE

UNITED STATES COURT OF APPEALS

FOR THE NINTH CIRCUIT

PETITION FOR WRIT OF CERTIORARI

APPENDIX 2

OLA ALLEN, Ph.D.
PRO SE
P. O. BOX 6706
LONGVIEW, TX 75608

5(

that he drove around without a state license in another city for approximately two years and was never stopped. He felt that the complainant had been harassed because of this (Tab E-1).

Mr. Jerry Crockroft, of Moore Lumber Company, was interviewed on June 16, 1982 and a statement taken. Mr. Crockroft stated that he had drawn up the specifications for the Allens (complainants) but that it was only intended to be used by Moore Lumber Company. He stated that the specifications were written up because Moore Lumber had wanted to build the house for the Allens. However, he stated that the complainant chose Heritage Homes to build the house. See statement for "Normal procedure on building a custom home by Moore Lumber Company." (Tab E-2)

Ms. Julie Hale Fowler, past employee

of Moore Lumber Company, was interviewed on June 16, 1982 and a verified statement was taken. Ms. Fowler stated that Moore Lumber drew up plans for the Allens and that during this process Mr. Crockroft and herself sat down to discuss the specifications of the house they wanted to build. She stated these specifications were primarily a sales tool and were not binding upon anyone at that time. She stated that had the Allens decided to build with Moore Lumber, the final plans and specifications would have been initialed and signed by both parties. She also stated that in her opinion when the Allens first came to Moore Lumber, she felt that they would encounter problems in finding a builder to build them a house in the area they wanted because of the racism in the town of Longview.

According to Mrs. Fowler, the specfications drawn up by Mr. Crockroft would have been of no use to another builder except possibly as a guide to develop new plans.

Separate interviews with four Longview Police Officers were conducted at the Longview Police Department. Also present during these interviews was the City Attorney, Mr. Roberts Jr. The City Attorney requested the officer not give a sworn statement. The first police officer interviewed was Patrol Lieutenant Leroy Hamilton. Officer Hamilton stated that he first encountered Mr. and Mrs. Allen when he was called to go to the property in question. He stated that upon arrival, the builder introduced himself and told him he was having problems with a lady who was stopping this workers from performing their jobs.

He described the lady as a Black female with a white Cadillac with California license plates and gave an address where he could find the complainants. He stated he made a concerned effort to find her to let her know that she should pursue this in court. He stated he stopped the Allens later and arrested them for invalid drivers license and out of state license plates. He did acknowledge that the information given about the out of town plates was provided by the builder. He also stated he had no choice but to stop the Allens once he was aware that they were in violation of the law. He ended by saying that he did not know the builder prior to the first call.

Officer Durwood Smith was interviewed and he stated he did not know the builder prior to the first incident. He stated he was responding to a call

that someone was trespassing on a site being built and stated he had no choice but to arrest them, since he had a warrant for their arrest. He stated she did not refuse arrest.

Officer Willis Mulfus Jr. was interviewed and he stated he never arrested the Allens, that his involvement was a backup to Durwood Smith. He stated he did not know the builder prior to this incident. He stated that when he was there they ordered the Allens to leave the property. He also stated that during his presence, the Allens were not causing any disturbance as far as he can remember.

Officer David Applewhite stated he stopped the Allens on a minor traffic violation and gave them a warning. He stated he did not remember arresting them but did tell them they needed to change

license plates and drivers license.

Mr. Crossely was interviewed at his residence on June 24, 1982. Mr. Crossely is the person who lives next door to the house in question. Mr. Crossely is also the only Black to reside at the Wildwood Addition. Mr. Crossely stated that he had talked to both the Allens and the Clyburns. He stated he only knew what he had been told about the problem from both parties. He stated he was aware that a problem existed concerning the specifications of the house. He did make one statement, however, which indicates that color may have had a bearing on the case. He stated that Clyburns son had told his son that he was not allowed to go to the "nigger house." Mr. Crossely stated he was upset by this, but, that he never approached the Clyburns concerning this statement. He did state that he

felt that a six or seven year old child could only have heard this at home.

An interview with Ms. Marie Gibson was conducted. Ms. Gibson is the owner of Al Don Marble Company. Ms. Gibson stated that Ms. Allen came by her place several different times to select a tub and toilet color but that she could never make a decision. She felt that this may have caused Mr. Clyburn a delay in completing the house.

Research and Evidence:

A review of the builer's records were so poor that a good comparative analysis was impossible. However, four of the files looked at showed that in each case, the accounts were handled differently. Since each case is handled individually, it would appear that it is the builder's discretion to resolve any disputes with the client. It appears

that the same amount of discretion was not done with this complainant. It also appears that the builder may have decided that it was easier to give the complainants' their money back rather than to complete the project. Also, during the interview with the respondents, it was stated by his wife that she did not want her husband to build the house for the Allens. The respondent stated that his wife was a good judge of character of persons and that she had a feeling that building this house for the complainants was going to be a problem. It should be noted that since feelings from the beginning were adverse that any problem that arose during the construction may have compounded the problem and thus normal handling of a similar situation with another customer may have been treated

entirely different.

A review of the records of the Longview Savings and Loan also indicates that at no time did the respondent submit any charges to the Savings and Loan, either in writing or verbally, even though contractually this is a requirement of paragraph 12 of the contract with the builder and of the Savings and Loan. The review further shows that the respondent did not use his own specifications but, instead decided to use the forms that were drawn up by a completely different builder. This may indicate that the builder was not concerned with completing the project for the complainants. Furthermore, of those files reviewed it was noticed that the respondent did not use specifications drawn up by someone else.

Further, it was noted that during

various construction phases changes were made to alter the plans of the house without any notification or written agreement by the various parties involved. This appears to indicate that the builder may have decided to build the house on the basis of what he thought the house should look like rather than what the complainant wanted. For instance in observing the front view of the house it was noticed changes have completely changed the appearance of the house. Finally, it appears that after the initial dispute the builder took it upon himself to change the house by painting the brick. This appears to be an obvious move to discourage and intimate the complainant from purchasing the dwelling. It, therefore, appears that the respondent willfully decided not to sell the house to the complainant even though

no court hearing had been held to decide who had breached the contract. Based on the actions by the respondent and the fact that he has built numerous houses in the City of Longview without taking any actions of this sort, indicates that color may have been a factor in the way he acted.

It also appears that the respondent tried to intimate the complainant by using the Longview Police Department without the Police Department's knowledge. The fact that the property was in dispute with both parties having an interest in the property did not justify the respondent in having the complainant arrested for out of state license plates. During the interview with the Police Department they acknowledged that during the time they arrested the complainant she appeared not

to be causing any problems. The witnesses used by the respondent were employees of the respondent thus their statement could be questionalbe. Since the respondent willfully gave the police information which caused the complainant to be arrested approximately four times indicates that the respondent was trying to intimidate the complainant more so than attempting to resolve his problem, since, he had no reason to give out information concerning the complainant's personnel life that he would not have been privileged to had he not been the builder.

Recommendation:

Based on the information above, it appears that discrimination may have occurred. It is, therefore, recommended that the Assistant Secretary attempt to resolve this complaint.

Fernando Reyes DATE: 7/27/82
Fernando Reyes
Equal Opportunity Specialist

Concurred By:

Angeles Ramos DATE: 7/30/82
Angeles Ramos
Branch Chief
Title VIII

John E. Eubanks DATE: 7/30/82
John E. Eubanks
Director
Fair Housing and Equal Opportunity
Compliance Division

Leonard Chaires DATE: 7/30/82
Leonard Chaires
Director, Office of Regional
Fair Housing and Equal Opportunity

Case File No.: 06-82-06-456-200

MEMORANDUM U.S. Department of Housing and Urban Development

TO: Leonard Chaires, Director, Office of Regional Fair Housing and Equal Opportunity, 6E

DATE: August 16, 1982

IN REPLY REFER TO:

FROM: Fernando Reyes, 6ES

SUBJECT: Final Investigation Report - Case File No. 06-82-02-247-200

A. Issue:

Whether or not the complainant, Ms. Ola Mae Allen, was discriminated against in her financing and dealings with the Longview Savings and Loan in violation of Section 805 of the Civil Rights Act of 1968?

B. Background:

Longview Savings and Loan Association is located on Green Street in Longview, Texas. The Savings and Loan is

a member of the Federal Savings and Loan Insurance Corporation. It is Federally chartered to do business in the State of Texas. The Savings and Loan appears to handle Federal Mortgage Insured Programs since they presently loan money for HUD home mortages and Veterans Home Mortages. It does not, however, appear that any Federal funds were directly involved in the complainants custom home loan commitment or in the builder's interim loan.

Interview with Complainant:

Ms. Ola Mae Allen was personally interviewed by Fernando Reyes and Mr. Angeles Ramos on June 19, 1982 at her residence. An initial interview was also conducted by Mr. William Maddox, investigator for this office on April 20, 1982.

The complainant stated during the

interview that she had applied for a loan commitment from Longview Savings and Loan to build a custom single family dwelling through Mr. Sid Clyburn of DBA Heritage Homes. The complainant further alleges that she received her loan commitment on the first of February 1980 for $93,750.00 at 14.25% interest rate for a 30-year term.

The complainant states that Longview Savings and Loan discriminated against her in her attempt to finance said dwelling. She states that the Savings and Loan allowed the builder to complete the said dwelling by financing him even though she had notified the Savings and Loan that she was having problems with the construction of the dwelling. She further stated that the Savings and Loan discriminated against her by not extending her loan commitment while at

the same time they continued to finance the builder. She also alleges that the reason the Savings and Loan refused to act against the builder or assist her in resolving the problem was based on her color (Black), and sex (female). She alleges that had she been White and male, the Savings and Loan would have acted differently and assisted her in resolving the problem.

In addition the complainant alleges that the Savings and Loan did not follow normal procedures as required by her contract with them in building custom homes. She states that the Savings and Loan did not require specifications or written changes by the builder and thus allowed the builder to build the house at his own desires and not hers.

Interview with Respondent:

Mr. Willis Clark, former Vice-

President in charge of construction loans for Longview Savings and Loan, was interviewed on February 18, 1982. He advised he joined Longview Savings and Loan on July 10, 1980, during the period a construction loan was in progress at 1415 Lazy Lane, Longview, Texas. He stated the property under construction was being built by Sid Clyburn (DBA Heritage Homes). Mr. Clark advised that during construction, a construction inspector made inspections weekly to determine work progress and funds were dispersed likewise. Mr. Clark indicated Ms. Allen came to his office stating she was having problems with the extras she had contracted for. He advised her that these problems were between the builder and buyer and Longview Savings and Loan was only the construction lender. He further stated he could ask Mr. Clyburn

to visit with her in hopes they could be resolved.

Mr. Clark later learned that the Allens had made an application for a permanent loan in November of 1979 through the Mortgage Loan Department of which he was not a part of. Upon his inquiry he learned through Mrs. Jackson, of that department, that the loan had been approved.

Mr. Clark advised that he had several conversations with the complainant and each time pointed out that the differences between she and Mr. Clyburn had to be resolved by those parties. (Tab G).

Mr. Irving H. McCracken, President of Longview Savings and Loan, Longview, Texas was interviewed on April 20, 1982 and July 1, 1982 and receipt for service obtained (Tab C). Mr. McCracken provided

a statement (Tab F) in which he anwered a number of direct questions regarding his firm's dealings with Ms. Ola Mae Allen and Mr. Sidney Clyburn. Mr. McCracken advised that it is not the responsibility of the interim loan officer to act as "referee" and attempt to decide whether a buyer or a builder is correct when a conflict arises between the two parties. He indicated that the buyer and builder enter into a contractual relationship before a lending institution becomes involved in financing the purchase. He stated the association cannot and should not "choose sides" in the case of such a conflict between a buyer and builder. Mr. McCracken advised the interim loan officer is charged with the responsibility of investing funds in construction loans to builders who qualify under their construction loan

program.

Mr. McCracken was asked questions in regard to the interim financing Mr. Clyburn had received in the building of the complainant's dwelling. Mr. McCracken advised Mr. Clyburn DBA Heritage Homes had done business with Longview Savings and Loan for the past ten years and was a very respectable builder. He stated Mr. Clyburn submitted an application for $112,000 which was approved by the four directors on January 8, 1980. The appraisal, which was based upon the plans and specifications submitted to Longview Savings and Loan, was for $140,000. Mr. McCracken provided copies of the draws during construction (Tab H-1).

Mr. McCracken stated that the builder has the right to make changes during the construction phase so long as

it does not decrease the value of the property.

Additional questions were asked relative to the interest rate for permanent financing on January 8, 1980, the loan amount on that date, and the 67% figure shown on the loan (Tab H-2). Mr. McCracken advised these figures are approved by the Federal Home Loan Mortgage Corporation as guidelines. The change of $75,000 on the application to $93,750 on the approved amount was the increase from the date Ms. Allen applied (Tab H-3) on November 30, 1979 and the date the loan was approved (Tab H-2).

A clarification was made on when the commitment fee is paid. Mr. McCracken advised the fee is paid at the time the commitment is issued. The $2,812.50 Mrs. Allen paid was paid on February 1, 1980, the date she signed the permanent loan

commitment (Tab H-2).

Mr. McCracken indicated the reason the loan application was not signed was because it was just workpapers. He advised that at loan closing these applications are typed and prepared for signature by both borrowers. Mr. McCracken stated it was not the policy of his associates to require initials or signatures on plans or specifications. Mr. McCracken advised the 68% figure of the appraisal is simply calculating a ratio between the appraisal and the loan amount.

Mr. McCracken in his earlier letter of March 3, 1982 (Tab F), indicated it was not until December 10, 1980 that construction was contemplated between Mr. Clyburn and Mr. and Mrs. Allen and a request was made of her to advise them of the court action.

Research and Evidence:

A lengthy review of the complainant's file and the builder's file was conducted. Ms. Carolyn Jackson, Vice-President of the Loan Office and Mr. Harbor, attorney for Longview Savings and Loans, were present. It was interesting to note that several discrepancies were noted in what was described as the normal procedure for handling a loan commitment for a custom home.

The first discrepancy was that no one at the Savings and Loan could state who submitted the specifications in the complainant's file or why they were not signed or initialed. Nor could anyone explain why no written reports were prepared by the builder to the Savings and Loan as changes were made to the complainant's custom house. Also, no changes were reported by the Savings and

Loan inspector to the Savings and Loan even though changes were made to the house. This requirement is necessary in accordance with paragraph 12 of the contract between the buyer and the Savings and Loan (H-2).

Second, it appears that the Savings and Loan's reluctance to become involved in the dispute between the builder and the complainant assisted the builder in intimidating the complainant from purchasing the home. It would stand to reason that since all these parties had substantial amounts invested in the property, the Savings and Loan being the only neutral party should have provided some assistance to both parties in resolving the dispute since the Savings and Loan's ultimate collataral would be the house itself. Plus, it does not appear that the Savings and Loan appeared

to be concerned with the loss of a potential buyer even though the loan to the builder was based on him having a permanent buyer for the house.

Third, since both the complainant and the respondent had contracts with the Savings and Loan it appears that the complainant and the respondent had to comply with certain actions in order for the contract to be valid. It appears from the review that the complainants complied with their part of the contract with the Savings and Loan, but it does not appear that the respondent complied fully with his part of the contract with the Savings and Loan or the buyers contract.

Fourth, it was also noted that the house was built differently and that changes were made which altered the plans submitted by the complainant. There

appears to be no agreement as to acceptance of the change by the complainant since no initials on the plans were noted.

Finally noted in the files was a note on the complainant's file which was signed by the various directors of the Savings and Loan not to extend or renew the loan commitment to the complainant. The Savings and Loan did state that they would, however, give the complainants a loan at the prevailing rate. There was, however, no reference to the fact that the complainant was ever informed of this either in writing or orally. It was interesting to note that the builder was extended a new loan at a new interest rate since the house is still vacant.

C. Recommendation:

Based on the above, it is recommended that the Assistant

Secretary attempt to resolve this complaint.

Fernando Reyes DATE: 8/11/82
Fernando Reyes
Equal Opportunity Specialist

Concurred By:

_____ DATE:_____
Angeles Ramos
Branch Chief
Title VIII

_____ DATE:_____
John E. Eubanks
Director
Fair Housing and Equal Opportunity
Compliance Division

_____ DATE:_____
Leonard Chaires
Director, Office of Regional
Fair Housing and Equal Opportunity

Case File No.: 06-82-02-247-200

1-6-92

IN THE U.S. DISTRICT COURT IN THE
EASTERN DISTRICT OF TEXAS TYLER DIVISION

OLA ALLEN,PH.D.PRO SE	X	CIVIL ACTION
VS.	X	NO. 6:90-321- CA
FLEETWOOD INSURANCE	X	
ENTERPRISES AND AETNA	X	
LIFE INSURANCE,	X	
DEFENDANTS	X	

"Plaintiff 1st Amended Complaint - violations of my Civil Right, because of my, race, color and sex - so help me God."

To The Honorable Wm. Wayne Justice:

Fleetwood-Aetna Insurance induced racism, rape, slander, defamation to my character, extort, defraud, conspiracy, invasion of my privacy, medical benefits suspended on or about 3-89 to the present on hersay, surveillance, have people following me almost everywhere I go, criminal trespassing, harassments, intimidations, malpractice, medical malpractice, financial hardships, ETC. at the requests of the City Of Longview,

Harbour, Kenley, Boyland, Harris and Smith, E.C. Shrum, Connally, Super One Foods, Clark, Kathy R. Ogle, Ohrvall, Risner, D.C. and again Harbour, Kenley, Boyland, Harris and Smith - 6:91CV42 and 6:91CV151, because of my race, color and sex, beyond a shadow of a doubt - so help me God...

Fleetwood-Aetna Insurance continue to harass, ETC. me for my authorization to invade my privacy, but state that it is for my physicians of which information has been obtained under oath as a matter of Constitutional Law. What physicians?? See certifications...

Fleetwood-Aetna Insurance and each of the white racists named above, herein and the record defamed me - stating that I altered some receipts from Risner, D.C. I did not - so help me God...no one saw

me alter not a receipt at anytime - it is a bold face lie...

I request to this Court to order each Defendant, attorneys and ETAL to show strict proof thereof of each and every allegation of racism, rape, ETC. induced upon and against me, because of my race, color and sex beyond a shadow of a doubt - so help me God...Judge, each and every allegation is true and correct and I challenge each white racist Defendants and ETAL to prove me to be a lowlife liar on all issues re my Civil Rights being violated for themselves, even other, with each other, greed and personal gain at my expenses - so help me God...I have submitted the truth and nothing but the truth - so help me God, yet I am constantly and continually

denied Equal Protection and Due Process of the Law by each white racist Defendant named above, herein and the record for all intents and purposes - so help me God...

Most of the attached exhibits have been submitted previously to Fleetwood-Aetna Insurance and are not submitted at this time, 1-75...

I am suing Fleetwood-Aetna Insurance for actual and punitive damages - 75 million dollars...

"I certify that a true and correct copy has been forward to the address of record 1-6-92."

Respectfully submitted,

Ola Allen, PH.D. Pro Se

1-6-92

IN THE U.S. DISTRICT COURT IN THE
EASTERN DISTRICT OF TEXAS TYLER DIVISION

OLA ALLEN, PH.D. PRO SE	X	CIVIL ACTION
VS.	X	NO. 6:90:321-CA
FLEETWOOD INSURANCE	X	
ENTERPRISES AND AETNA	X	
LIFE INSURANCE,	X	
DEFENDANTS	X	

Honorable Wm. Wayne Justice:

"Plaintiff's 1st Motion To Amend."

Plaintiff moves this Court for leave to amend the above name Defendants to this Civil Action immediately...

"I certify that a true and correct copy has been forwarded to the address of record 1-6-92."

Respectfully submitted,

Ola Allen, PH.D. Pro Se

1-6-92

IN THE U.S. DISTRICT COURT IN THE
EASTERN DISTRICT OF TEXAS TYLER DIVISION

OLA ALLEN, PH.D. PRO SE,	X	CIVIL ACTION
PLAINTIFF	X	NO. 6:91CV42
VS.	X	
CITY OF LONGVIEW, ETAL,	X	
DEFENDANTS	X	

"Plaintiff's 1st Motion For Reconsideration of This Court's Order of Recusal."

To The Honorable Wm. Wayne Justice:

This Civil Action is originally Judge Justice and Constitutional Law dictates this Civil Action return to Judge Justice...

Plaintiff moves this Court to reconsider its previous Order of Recusal in the interests of Justice and Constitutional Law...Judge, I am human, I have feelings and I do hurt. I have the same inherited rights from God and U.S. Constitution as each white racist

Defendant and ETAL have and no one is going to take my Civil Rights away from me...

I have and is a victim of exploited racism, rape, ETC. from on or about 1979 to the present, because I have color in my skin, ETC..., but my monies are white...

I am standing firmly on the word of God and U.S. Constitution - toe to toe with each white racist Defendants and ETAL, 24 hours a day - so help me God...

This Court should recind its previous order of Recusal in the interests of Justice, ETC. stated above, herein and the record...

"I certify that a true and correct copy has been forwarded to the address of record 2-18-92."

Respectfully submitted,

1-6-92

Ola Allen, PH.D. Pro Se

Ola Allen, PH.D.
P.O. Box 6706
Longview, TX 7608
4-21-92

Murray L. Harris, Clerk
U.S. District Court
Tyler Division
211 West Ferguson St.
Rm. 106
Tyler, Texas 75702

Subject: 6:90-321-CA-91-4668 and 6:91CV42-91-4591 Originally Judge Justice

Dear Mr. Harris:

In the above named Civil Actions I filed Motions To Re-Open Newly Discovered Evidence addressed to Judge Justice...These motion were mailed 1-6-92 and 2-18-92...

These motions were not submitted to Judge Justice...Judge Justice should have been allowed to make his decisions; instead Mike Lantz submitted to Judge Steger which is obstruction of justice, fraud, racism, rape, ETC. and denying me

Equal Protection and Due Process of the Law...Mike Lantz, Defendants, attorneys, Judge Steger and ETAL have violated my Civil Rights from 1979 to the Present...

Please do not permit your employee to conspire to induce racism, rape, ETC. upon and against me again or I will file a lawsuit in the U.S. Supreme Court...

It is obvious that Judge Justice had jurisdiction, had be not; he would have stated that...Please do not discuss me with anyone at anytime without my permission...

Please do not single me out again...I pay my way and I have done no wrong to anyone at anytime...Leave me alone and stay out of my personal business..Please send my documents to the party whom they are addressed as a Matter of Constitutional Law and let that party make his decision...Your employee - Mike

Lantz is wrong - he should have sent my documents to Judge Justice; instead of conspiring with Judge Steger, Defendants, attorneys and ETAL to stop me anyway they can at any cost...

Sincerely,

Ola Allen, PH.D.

UNITED STATES DISTRICT COURT

OFFICE OF THE CLERK

EASTERN DISTRICT OF TEXAS

May 7, 1992

Ola Allen, Ph.D.
P.O. Box 6706
Longview, Texas 75608

Dear Dr. Allen:

I have received your letter concerning your motions to reopen your cases, and your objections to the actions by the Clerk's staff.

Specifically, you objected to the action of our civil docket clerk, Mike Lantz, of forwarding your motions to Judge Steger, rather than Judge Justice as you requested. I assure you this was done as a matter of standard office procedure, and not a conspiracy against you because of your race, sex, color, etc.

We operate under set published rules

known as Federal Civil Judicial Procedure and Rules. We also operate under Local Court Rules which are set and agreed to by all the federal judges in this district, and which are published for public and interoffice information. The civil actions which you filed in this court were assigned to a judge by random draw. (One of your cases was assigned to Judge Justice, in which he disqualified himself. This case was then assigned to Judge Steger according to our Local Rule #18, "Reassignment of Actions after Recusal or Disqualification.") Once a civil action has been assigned to a particular judge, it remains with that judge until the case is disposed of, or unless he recuses or disqualifies himself in that case.

Despite the fact that you would prefer Judge Justice to preside in your

civil cases, the Clerk's office is not permitted by Rules to forward pleadings in a case to a judge who is not assigned to that case, unless directed to do so by the presiding judge. It is also improper to assign a case to a particular judge at the request of a litigant; case assignment must be made on a random and impartial basis. Therefore, to forward your pleadings to Judge Justice, even though he is not the presiding judge in your case, is a violation of civil rules and established office procedure.

Finally, I would like to assure you that the Clerk's staff are required to be impartial and unbiased, and are not permitted to conspire in any way to inhibit justice for any litigants, regardless of their sex, race, religion or national origin. Mr. Lantz is an excellent employee and performs his

office responsibilities competently and conscientiously. He has distinguished himself both in his ability as a civil docket clerk and in his consideration of others, both in the office and with the public.

After discussing your complaint with Mr. Lantz and carefully reviewing the information available, I find no fault or impropriety in Mr. Lantz's actions, and believe them to be correct.

If I may be of further assistance to you, please feel free to contact this office.

Sincerely yours,

Murray L. Harris, Clerk

cc: Judge William M. Steger
Judge William W. Justice

Ola Allen, PH.D.
P.O. Box 6706
Longview, Texas 75608

Murray L. Harris, Clerk
U.S. District Court
211 West Ferguson St.
Rm. 106
Tyler, Texas 75702

Dear Mr. Harris:

Thank you for your letter of 5-7-92, I received it 5-9-92...

My letter to you dated 4-21-92 re "Motions To Re Open - Newly Discovered Evidence and Motions For Reconsideration of previous orders of Recusal"...All of the above named motions should have been forwarded to Judge Justice; instead of Judge Steger as a Matter of Constitutional Law; not according to Standard Office Procedures, as it is my rights to Motion for Reconsideration of previous orders of Judge Justice to him and not Judge Steger...Judge Justice

recused himself in 6:90-321-CA and 6:91CV42; not Judge Steger...All of my Civil Rights complaints are originally Judge Justice; except 6:91CV151...

You are stating in your letter of 5-7-92 that I do not have a right to motion to Judge Justice for reconsideration why? The U.S. Constitution gives me that right...One can motion at anytime to any judge for reconsideration and it should go to that judge only...

I do prefer Judge Justice, as he upholds the U.S. Constitution...Judge Justice has not attempted to take my Civil Rights from me...Judge Justice is preferred by most Americans; except white racists...It is my Constitutional Right to my choice - Article I...

Judges in the District Court have agreed on ruling on Motions for Reconsideration, ETC. addressed to them

by another District Court judge? That is Unconstitutional...

I did not request to the Clerk's office to give me Judge Justice...Judge Justice name was drawn; except as previously stated above, herein and the records...

How can you legally, justly and fairly justify according to the U.S. Constitution re Mike Lantz re all of my Motions...Mike Lantz knew that Judge Steger refused to recuse himself according to 28 U.S.C. #144 and #455 at my requests...

From 1979 to the present I am a victim of racism, rape, ETC. and various judges have assisted these white racists in their racism imposed upon and against me, because of my race, color, sex, PH.D., Pro Se, submit the truth and nothing but the truth and I am right so

help me God; therefore to stop me at any cost is their ultimate goal...

In the past in 6:82-49-CA Hud found that I am a victim of racism, rape, ETC. and Judge Thomas Reavely dismissed my housing discrimination complaint...Judge Reavely stated that Hud did not say that I had been abused: but Hud did state that I am a victim of racism, rape, ETC. the only judge that stated and knew what Hud findings are is Judge Justice...That is wrong and unconstitutional...

In Simi Valley, CA re the Rodney King's trial...Injustice of racism rendered from the jury upon and against him and upon and against me from the bench from various judges, which is Unconstitutional...None of us have the right to impose injustice upon and against anyone for any reason at anytime...

Mr. Harris, put yourself in my position for a moment how would you feel and what would you do??

The 5th Circuit affirmed Judge Reavley's prejudice and bias orders and I file my Motion To Re-Open Newly Discovered Evidence and it went to the original judge assigned to my case 6:82-49-CA; not to Judge Reavley...

I wrote a Polite professional Godly letter to you and you answered; not Mike Lantz...There is no difference...Judge Steger had no jurisdiction to rule on motions addressed to Judge Justice...

The U.S. Supreme Court has in its Local Court rules that various justices can be requested to review Petition for A Writ of Certiorari, ETC. by anyone; but it is a problem when I make that request in the U.S. District Court and Clerk's Offices...Attorney request various judges

why can't I???

I have the same Civil Rights that I inherited through God, U.S. Constitution and my deceased parents; just as all white racists and ETAL do...

Should I be wrong and you are right and vice versa we owe each other an apology and forgiveness...

I am a victim of racism, rape, ETC. and various judges departed from the accepted and usual course of Judicial Proceedings and calls for an exercise of the U.S. Supreme Court Supervision re my Civil Rights...

I am not filing a law suit in the U.S. Supreme Court at this time upon and against you, as your letter does stipulate the intent is not maliciously rendered upon and against me from the Clerk's office, because of my race, ETC...

Should you need my assistance for anything, please do not hesitate to let me know...

I am human and I do hurt, just as you, Mike Lantz and ETAL hurt...

We all need to live according to God's words and love one another as he loves us...we as a people do not do that and it causes injustice of Whatsoever Nature...

Jurisdiction of a judge is not within your jurisdiction re the constitutionality re my Civil Rights and as it presently stands I do not have any Civil Rights, previously stated above, herein and the records...

Sincerely,

Ola Allen, PH.D.

cc: Judge Justice

Judge Steger